

Seventy-Five Thousand (\$75,000.00) Dollars.

4. On or about April 1, 2005, Plaintiff's employer, Sea Ray Boats d/b/a Brunswick Corporation, issued a group policy of disability insurance, and subsequently, the Defendant, **The Prudential Insurance Company of America**, issued to Plaintiff, a policy of insurance known as policy number (group contract number) DG-41800-IL, providing, among other things, insurance coverage for:
 - This long term disability plan provides financial protection for you by paying a portion of your income while you have a long period of disability.
 - You are unable to perform the material and substantial duties of your regular occupation due to your sickness or injury; and
 - You have a 20% or more loss in your indexed monthly earnings due to that sickness or injury.
5. On July 24, 2002, the Plaintiff, **Heather Freeman Bean**, had gastric bypass surgery.
6. On or about August, 2002, the Plaintiff, **Heather Freeman Bean**, began to suffer multiple health problems which included: multiple hernias, kidney stones, wound revisions, holes in her stomach, feeding tubes, esophagus and stomach stretching, ulcers, fainting spells which resulted in the Plaintiff falling and breaking both wrists. The Plaintiff's left wrist had to be surgically repaired with a steel rod.
7. The Plaintiff's health problems continued to spiral out of control and she had multiple blood transfusions and developed ARDS (Adult Respiratory Distress Syndrome) blood poisoning, memory loss, chronic pain and

fatigue.

8. On or about June 2009, the Plaintiff had to have most of her colon removed and in July 2009 she had to undergo surgery to have lesions removed.
9. As a result of Ms. Bean's horrendous medical condition, which has in turn had a devastating financial impact on Ms. Bean, she has developed severe debilitating anxiety and depression.
10. At all times material since the inception of the policy, the Plaintiff, **Heather Freeman Bean**, has paid the required premiums, and the policy of insurance on group number 41800 which was in full force and effect on or about July 24, 2002. The Defendant did pay Ms. Bean under this policy until approximately November 2008, when benefits were discontinued for no medical substantiated reason.
11. The Plaintiff, **Heather Freeman Bean**, gave notice of her loss and claim to the Defendant, **The Prudential Insurance Company of America**, pursuant to the policy provisions referred to herein.
12. The Plaintiff, **Heather Freeman Bean**, submitted to the Defendant, **The Prudential Insurance Company of America**, a claim for the waiver of premium and total and permanent disability benefits under this group long term disability policy and, in fact, received long term disability benefits from Prudential Insurance Company from November 14, 2005 through March 31, 2009.

13. The Plaintiff, **Heather Freeman Bean**, provided medical proof in various forms from her health care providers indicating that as a result of her medical problems, Ms. Bean was unable to “engage in any occupation for wage or profit.”
14. The Plaintiff, **Heather Freeman Bean**, alleges that the Defendant, **The Prudential Insurance Company of America**, has made no good faith offer to attempt settlement of her claim.
15. The Plaintiff, **Heather Freeman Bean**, incorporates by reference all material facts and allegations heretofore set forth in her Complaint.
16. The Plaintiff, **Heather Freeman Bean**, claims that the Defendant, **The Prudential Insurance Company of America**, has violated the conditions of its own insurance disability contract, in failing to pay Plaintiff monies due her as a result of her physical condition, now being one of permanent disability which prevents the Plaintiff from engaging in any type of gainful employment.
17. The Plaintiff, **Heather Freeman Bean**, assumes and therefore alleges that the Defendant, **The Prudential Insurance Company of America**, is claiming that the claim for coverage by the Plaintiff has been denied as a result of their presumption that the Plaintiff’s physical condition is not so severe as to prevent her from obtaining gainful employment.
18. The Plaintiff, **Heather Freeman Bean**, alleges that the Defendant, **The Prudential Insurance Company of America**, has breached its contract

of insurance with the Plaintiff herein, and failed to honor its contract of insurance with the Plaintiff.

19. The Plaintiff, **Heather Freeman Bean**, alleges therefore, because of the total and material breach of said contract by the Defendant, **The Prudential Insurance Company of America**, that they have waived any of the provisions in said contract and therefore are liable to the Plaintiff in the amount of \$1241 a month from April 1, 2009 to present.
20. The Plaintiff, **Heather Freeman Bean**, has been awarded Social Security Disability benefits in the amount of \$769 per month and the Plaintiff, **Heather Freeman Bean**, acknowledges that the Defendant is entitled to a credit of this amount each month; therefore the Defendant would owe the Plaintiff \$472 per month.
21. Plaintiff further submits that she is entitled to the sum of \$472 per month for each month after the filing of this Complaint.
22. The Plaintiff, **Heather Freeman Bean**, hereby incorporates by reference all material allegations from earlier causes of action.
23. At all material times herein, the Defendant, **The Prudential Insurance Company of America**, and others knowing that Plaintiff's claim is wholly valid and should be paid, have wrongfully and in breach of the implied covenant of good faith and fair dealing withheld and denied monies and benefits due the Plaintiff.
24. In ignoring the Plaintiff's claim and failing to expressly deny their claim for

monies and benefits, the Defendant, **The Prudential Insurance Company of America**, and other parties have acted wrongfully and unreasonably in the following respects, among others:

- a. The Defendant's refusal to pay monies and benefits due Plaintiff under the policy in question has compelled the Plaintiff to engage legal counsel and to initiate litigation to recover such benefits.
- b. The Defendant intentionally refused to pay the monies due and owing the Plaintiff under the terms of the policy after the Plaintiff supplied doctor's statements and opinions that reflected the fact that the Plaintiff was unable to work for wages.
- c. The Defendant, **The Prudential Insurance Company of America**, embarked on a plan to stonewall the Plaintiff's claim by refusing to pay the same each and every time that the Plaintiff forwarded the medical evidence required to insure that the claim was valid and that payment was warranted pursuant to the terms of the policy.

WHEREFORE, PLAINTIFF PRAYS AS FOLLOWS:

1. That this Court enter a judgment against the Defendant, **The Prudential Insurance Company of America**, for the full value of coverage set forth in Policy 41800 in the amount of \$472 per month from April 1, 2009 to present.
2. For reasonable attorneys fees incurred in the prosecution of this action, together with this costs and disbursements.

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3. For such other further general relief as the Court deems just and equitable.

Respectfully submitted,



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